

**HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA**

AGENDA

5. NEW BUSINESS

- a. Presentation of the FY18 audit – *presented by James Wadman, CPA*
- b. Council award of the Public Safety utility pick-up bid to Hight Chevrolet of Skowhegan– *referral from Finance & Administration Committee*
- c. Request for authorization for the expenditure of an amount not to exceed \$15,000 from Lura Hoit Pool reserve account 3-771-00 for the purpose of repairing or replacing the HVAC system's motherboard at the Lura Hoit Pool – *referral from Finance & Administration Committee*
- d. Request for authorization for the Interim Manager to sign the addendum to the Memorandum of Understanding of August 9, 2017 for the recoupment of funds paid by Hampden for water line extension for the Fiberight facility – *referral from Finance & Administration Committee*
- e. Set interest rate to be applied on abatements – *referral from Finance & Administration Committee*
- f. Set compensation for the Interim Town Manager – *referral from Finance & Administration Committee*
- g. Request for approval for pre-scheduled vacation time for the Interim Town Manager – *referral from Finance & Administration Committee*

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

B-2-a

MONDAY

JULY 1, 2019

7:00 P.M.

Attending:

*Mayor McPike
Councilor Ryder
Councilor Wilde
Councilor Marble
Councilor Wright
Councilor Jarvi
Councilor McAvoy*

*Attorney Ed Bearor
Town Clerk Paula Scott
DPW Director Currier
Rec Director Shelley Abbot
Levi Husson
Family of Levi Husson
Phil Stack
Lois Stack
BDN Reporter*

Mayor McPike called the meeting to order at 7:00 p.m.

- A. PLEDGE OF ALLEGIANCE** – *Mayor McPike led the Pledge of Allegiance*
- B. CONSENT AGENDA** – *Councilor McAvoy made a motion, seconded by Councilor Wright, to approve the consent agenda. Unanimous, 7-0.*

Resolution 2019-98

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. **June 3rd, 2019 meeting minutes**
- b. **June 17th, 2019 meeting minutes**

3. COMMUNICATIONS

4. REPORTS

- a. **Finance & Administration Committee Minutes – 06-03-2019**
- b. **Infrastructure Committee Minutes - None**
- c. **Planning & Development Committee Minutes - None**
- d. **Services Committee Minutes - None**

- C. PUBLIC COMMENTS** – *Phil Stack of 1153 Kennebec Rd. was recognized by the chair. He spoke to the condition of the house across the road from his house and passed out a photo for Council to review. He stated that it is in a state of disrepair, the*

NOTE: The Council will take a 5-minute recess at 8:00 pm.

roof is half off, it is structurally unsound, and there is trash and refuse all around the building. He stated that he looked at the Towns of Winslow, Bangor, Rumford, Augusta and others and they all have ordinances that set out standards for upkeep of property. He believes his property values are affected by the condition of this house which has been abandoned and is now owned by the USDA. He asked the Council to consider instituting some sort of property maintenance ordinance. Councilor Wright stated that this has been discussed in the past but that there are no ordinances at this time that speak to it. She stated that Council will likely be looking at sample ordinances. Councilor Jarvi thanked Mr. Stack for coming and invited him to come to the July 17th Planning & Development meeting so that this could take its natural course.

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

a. Recognition of Eagle Scout Levi Husson – Mayor McPike
recognized Levi Husson and thanked him for the work done on the Bocchi ball court for the benefit of the public. He noted his accomplishments in both Scouting and in giving back to the community. Levi spoke about the process from inception to completion. Mayor McPike thanked him on behalf of the Council and the town. Councilor Wright echoed thanks.

2. PUBLIC HEARINGS - None

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

a. Town Council's confirmation of annual appointments of designated Town of Hampden officials - pursuant Title 30-A § 2526(2) –
Councilor Wright made a motion, seconded by Councilor Marble, to confirm the annual appointments of designated Town of Hampden officials as set out by charter. Unanimous, 7-0.0

Resolution 2019-99

Councilor Marble requested the executive session be conducted prior to items D – 2-f, g & h. Mayor McPike confirmed that the executive session would be taken out of order.

4. UNFINISHED BUSINESS - None

5. NEW BUSINESS

a. Council Order 2019-03 Permitting Disbursement of Employee Wages and State Fees – annual policy renewal – Councilor Marble

MINUTES

made a motion, seconded by Councilor Jarvi to approve Council Order 2019-03 Permitting Disbursement of Employee Wages and State fees and to continue with Councilor Wright or Councilor Wilde as the off-week signers. Unanimous, 7-0.
Resolution 2019-100

- b. Council Order 2019-04 Authorizing the Application of Property Tax Payments – annual policy renewal** – Councilor Jarvi made a motion, seconded by Councilor McAvoy to approve Council Order 2019-04 Authorizing the Application of Property Tax Payments. Unanimous, 7-0.

Resolution 2019-101

- c. Council Order 2019-05 Establishing Procedures for the Receipt of Gifts, Donations and Funds from Outside Sources – annual policy renewal** – Councilor Jarvi made a motion, seconded by Councilor Wright to approve Council Order 2019-05 Establishing Procedures for the Receipt of Gifts, Donations and Funds from Outside Sources. Unanimous, 7-0.

Resolution 2019-102

- d. Council determination of rate of interest to be applied to delinquent tax payments – pursuant to Title 36 MRSA Section 505.4** – Councilor Wright made a motion, seconded by Councilor McAvoy, to set the rate of interest to be applied to delinquent tax payments at 9%. Unanimous, 7 – 0.

Resolution 2019-103

- e. Setting the tax due dates** – Councilor Wright made a motion, seconded by Councilor Jarvi to set the tax due dates as October 2nd, 2019 and April 1st of 2020. Unanimous, 7-0.

Resolution 2019-104

- f. Acceptance of the resignation and resignation agreement of Town Manager Jim Chandler** – Councilor Wright made a motion, seconded by Councilor Jarvi, to accept the resignation and resignation agreement of Town Manager Jim Chandler. Unanimous, 7-0.

Councilor Wright publicly thanked Jim for his leadership and guidance on the budget.

Resolution 2019-106

- g. Appointment of Paula Scott as Interim Town Manager** – *Councilor Ryder made a motion, seconded by Councilor Wilde, to appoint Paula Scott as Interim Town Manager. Unanimous, 7-0.*

Resolution 2019-107

- h. Appointment of Paula Scott as Interim Treasurer** – *Councilor Wilde made a motion, seconded by Councilor Wright, to appoint Paula Scott as Interim Treasurer. Unanimous, 7-0.*

Resolution 2019-108

E. COMMITTEE REPORTS

Finance & Admin – Councilor Wright reported that the committee did not meet this week, but the audit review will be on July 15th

Infrastructure – Councilor Ryder reported that the next meeting will be held on July 29th.

Planning & Development – Councilor Jarvi reported that the meeting for the 3rd was rescheduled to July 17th.

Services Committee – Councilor Marble reported that the next meeting is June 8th.

F. MANAGER'S REPORT - None

G. COUNCILORS' COMMENTS

Councilor McAvoy – Encouraged everyone to shop local and buy American. He wished Hampden a good night

Councilor Jarvi – No comment

Councilor Wright – No comment

Councilor Marble – No comment

Councilor Wilde – No comment

Councilor Ryder – No comment

Mayor McPike – No comment

H. EXECUTIVE SESSION – Personnel Matters - Pursuant to 1 MRSA § 405 (6)(A) – (Taken up after Resolution 104)

Mayor McPike made a motion, seconded by Councilor McAvoy, to enter executive session pursuant to 1 MRSA § 405 (6)(A) for personnel matters, to include the town's

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MONDAY

JULY 1, 2019

7:00 P.M.
.....

MINUTES

attorney and asked for a roll call vote. Councilor McAvoy – yes, Councilor Jarvi – yes, Councilor Wright – yes, Councilor Marble – yes, Councilor Wilde – yes, Councilor Ryder – yes, Mayor McPike – yes. Unanimous, 7-0.

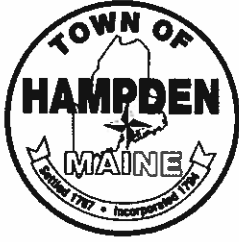
Resolution 2019-105

I. ADJOURNMENT – *With no further business, the meeting adjourned at 8:25 p.m.*

Respectfully Submitted,

Paula A. Scott

Paula A. Scott, CCM
Town Clerk



Town of Hampden
Planning and Development Committee

Wednesday April 3, 2019, 6:00 pm
 Municipal Building Council Chambers

Minutes

Attending:

Committee/Council

Eric Jarvi - Chair
 Dennis Marble
 Terry McAvoy
 Ivan McPike
 David Ryder

Staff

Karen Cullen, Town Planner
 Jim Chandler, Town Manager

Public

Chance Sudbeck

Chairman Jarvi called the meeting to order at 6:00 pm.

1. Minutes for the March 6, 2019 meeting – **Motion** to approve as submitted made by Councilor Marble; second by Councilor Ryder; carried 5/0/0.
2. Committee Applications: None
3. Citizen's Initiatives: None
4. New Business:
 - a. Town Center project – next steps. Chairman Jarvi asked the committee if it was appropriate to refer the plan to the full council for endorsement. After discussion the committee consensus was that at this time there is nothing for the Council to take action on, so the best approach is for Chairman Jarvi to report at the next Council meeting on the discussion from tonight's meeting. The committee then discussed the best way to move forward, noting they do not want the plan to get shelved and forgotten. Discussion points, which included comments from Hampden Academy student Chance Sudbeck, were:
 - i. Pedestrian routes and safety are central to creating a community center (a place which fits the vision of the town center plan). Some improvements will be part of infrastructure projects now programmed or planned; this will reduce costs.
 - ii. Some of the existing buildings seem out of place, out of character with the rest of the area.
 - iii. The school campus is a primary driver of the traffic concerns in the town center area, but since it is a main thoroughfare from Winterport other issues come into play, such as high volumes of heavy truck traffic. Campus circulation patterns play a major role and future changes to it should be coordinated with the town in light of improving conditions in the town center.
 - iv. Trails within the Four Mile Square, including the snowmobile trail, could likely have greater usage by the public; will require coordination with the snowmobile club, landowners, and volunteers to maintain walking paths throughout the growing season.

- v. This plan needs to be considered in context with the results of the market study that was completed a couple years ago, to ensure we are not trying to create a town center that will never be able to support the businesses or land uses we think should be located there.
- vi. Housing needs to be considered as well; the need to increase the population within the town center and in close proximity to it is crucial to creating a successful town center. Such housing needs to be high density, and a mixture of market rate and workforce housing should be considered.
- vii. The town currently has no staff dedicated to direct the implementation of this project, which is a problem and will slow our efforts. However, being methodical and carefully considering potential actions is important to the success of any efforts to improve the town center area.
- viii. A citizen group consisting of businesses, residents, students, and others as recommended in the plan will be a key player, but it is more sensible for the committee to flesh out the related elements of the market study and town center plan and create a blueprint of sorts to provide guidance to the new group. It was felt that a reasonable timeframe for getting to the point of recruiting volunteers would be this fall. Chance Sudbeck said the students at the school would likely be very interested in participating, and noted several existing groups and other resources for recruitment and assistance.
- ix. There may be some TIF revenues available for use in implementing some of the plan recommendations (e.g. crosswalks); to be discussed further during the budget process.
- x. Consensus of committee is to discuss further at the June meeting, once the correlation of the market study and town center plan is completed by staff.

5. Unfinished Business: None

6. Zoning Considerations/Discussions:

- a. Mayor McPike noted that there are now some ducks being kept at a property in the town center and he is concerned that chickens and ducks have the potential of being nuisances; staff will consider this issue when the town center zoning amendments are being developed.

7. Updates:

a. MRC/Fiberight:

It was noted that the proposed revisions to the site plan, including using a portion of the truck yard for outdoor storage of "non-odorous single stream recyclables, will be addressed by the Planning Board at their May 8th meeting and will be a public hearing. All of the people who were originally notified will be notified of the hearing again, rather than just the abutters within 300 feet as required.

Manager Chandler noted they are nearing the completion of the process for the sewer easement through Ammo Park, and are working on easements in the roadway area for public utilities that are in the right-of-way since the road has not been accepted as a Town Way. He added staff is still waiting on other information related to building and fire suppression issues.

Discussion on the continued delays in opening the facility, and at what point does it become a transfer station – regardless of whether the material undergoes some sorting or other processing prior to being shipped out to another waste facility (e.g. landfill). Councilors expressed concern that MRC/Fiberight is not being open and honest with Hampden in regards to when they will open, noting multiple opening dates that keep getting pushed back.

- b. Staff Report: Planner Cullen reported she is still working with the DEP for the final determination on the shoreland zoning map, but she expects to be able to move it and the other zoning ordinance amendments through the hearing process with the Planning Board in time for them to refer to P&D for the June or July meeting.

8. Manager Items:

- a. Manager Chandler reported that the extension of the water main along Route 202 to the Business Park is moving forward after some issues with DOT. However now they are dealing with an area of ledge that is in the original layout of the water main, which may cause relocation around that area.

9. Public Comments: None

10. Committee Member Comments:

- a. Councilor McAvoy inquired why there is Public Works SUV without a decal on the door that is apparently being used for town business; Manager Chandler said he will look into it.

11. Adjournment: Chairman Jarvi adjourned the meeting at 7:28 pm.

*Respectfully submitted by
Karen Cullen, Town Planner*

Items from this meeting for June 5, 2019 P&D meeting:

- Agenda Items:
 - Town Center project – correlation with Market Study
- Staff Report:
 - none

D/C Scott Webber
Inv. Joel Small
Ofc. Ben Eyles
Ofc. Marc Egan
Ofc. David Mushrall
Ofc. Monic Christian

Sgt. T.D. Stewart
Ofc. J.D. Burke
Ofc. Shawn Devine
Ofc. Wm. Miller
Ofc. Tony Lorenz



Lt. Jason Lundstrom
FF Jared LeBarnes
FF Shaun McNally
FF Matt Roope
FF Gavin Webb
FF Ken Roy
FF Oliver Bianchi

CH. Joe Dunton
FF Matt Thomas
CEO Myles Block
FF Chris Liepold
FF Ed Gardella
FF Chad Sparrn
FF Mike Simmons

Kandy McCullough, Office Manager
Chief Christian Bailey, Director of Public Safety

POLICE

FIRE

EMS

CODE ENFORCEMENT

LOCAL HEALTH OFFICE

MEMORANDUM

TO: Paula Scott, Town Manager
FROM: Christian Bailey, Public Safety Director
RE: Public Safety Utility Pickup-Request to Award Bid
DATE: July 3, 2019

There were two bids submitted for a Ford F-250 to replace the existing Ford F-350 currently in service. The following bid amounts were submitted:

- Quirk Ford of Augusta- \$36,715.00 with a 5-year warranty
- Hight Ford of Skowhegan- \$38,200.00 with a 5-year warranty

After comparing the bids and contacting the dealerships, it was determined that Quirk Ford of Augusta would need to order the vehicle with an estimated minimum time frame for delivery of 12 weeks. Hight Ford of Skowhegan stated they could deliver the vehicle in two weeks. Firefighter Joe Dunton, our vehicle maintenance person, advised he felt the 5-year warranty wasn't needed and that the standard warranty would be sufficient. The following are the bid amounts with the standard Ford warranty (3-year 36,000-mile bumper-bumper warranty, (5) year 60,000-mile powertrain warranty, and (5) year 60,000-mile roadside assist warranty)

- Quirk Ford of Augusta- \$33,840.00
- Hight Ford of Skowhegan- \$36,500.00

The current Ford F-350 has been in service for 15 years and is in dire condition. The inspection sticker also expires in August of 2019. Firefighter Dunton stated the vehicle would need extensive work to obtain an inspection sticker. Our recommendation is to award the bid to Hight Ford of Skowhegan in the amount of \$36,500 due to their ability to deliver the vehicle in two weeks. (The difference between the two bids is \$2,660) This would allow us to avoid additional costs associated with obtaining an inspection sticker. We feel the delivery time is a significant factor in awarding this bid given the status of the current vehicle.

**Memorandum**

TO: Finance & Admin Committee, Town Council
FROM: Paula Scott, Interim Manager
DATE: July 11, 2019
RE: Lura Hoyt Pool HVAC motherboard

During the thunder and lightning storm that occurred on Saturday, July 6th, the pool lost power which resulted in a power surge causing the HVAC system's motherboard to short out. The HVAC system is still operational, however the controls for it are not. Penobscot Temperature Controls was contacted and was able to do a temporary fix by exhausting out of the upper windows so that the chlorine fumes can be vented.

Staff has contacted two different HVAC companies to request quotes for the repair of the motherboard, but due to the short window prior to the Council meeting, at this time we do not have a firm price. We have a verbal estimate only, stating repairs should be no more than \$15,000 but are still waiting for written quotes which is why there is a "not to exceed price" on the agenda. If we are lucky enough to obtain these quotes by the requested date of Monday, the motion can simply be made for the recommended amount.

Current Account Status

G 3-771-00 RESERVE ACCT / POOL FACILTY

-170,393.48 = Beg Bal 0.00 = YTD Net -170,588.02 = Balance
 -194.54 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0004		07/02/19		BBA RESEVE INT/FMV CHANGE	B GJ	0.00	194.54
Totals-							0.00	194.54

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	0.00	0.00	0.00	194.54
Totals	0.00	0.00	0.00	194.54

ADDENDUM TO MEMORANDUM OF UNDERSTANDING of AUGUST 9, 2017

This Addendum to the Memorandum of Understanding (the "MOU") dated August 9, 2017 is made by and among the **Town of Hampden, Maine** (the "Town"), **Municipal Review Committee, Inc.**, a Maine nonprofit corporation (the "MRC"), and **Fiberight, LLC**, a Delaware limited liability company ("Fiberight"), for the purpose of updating the MOU with respect to Section 5 "Recoupment of Funds."

The parties to the Addendum hereby acknowledge the updated terms and schedule of payments to be made to the Town by Fiberight, or its successor in interest, to recoup the financial contribution of \$167,000 paid on or before November 1, 2017 by the Town for the construction of a 12" ductile iron pipeline and related infrastructure along the Coldbrook Road within the borders of the Town.

1. Fiberight Commitment.

- a. Fiberight agrees to repay to the Town all amounts contributed by Town under Section 2 of the MOU over a period not to exceed five (5) years to be measured from July 1, 2019 or the date of Commercial Operations which ever is later. In the event that the Fiberight Facility does not achieve commercial operations as a viable means of solid waste disposal for MRC member communities, MRC agrees to repay to Town all amounts contributed by Town under Section 2 of the MOU five (5) years measured from July 1, 2019, payment being made in up to sixty (60) equal monthly installments.
- b. Payments are a partial rebate of tip fees paid to the Fiberight Facility (or successor.)
- c. Total amount of payments will equal \$167,000 with installments of \$8,350.00 paid quarterly.

2. **Other Provisions.** Each party agrees that this Memorandum is intended to be contractually binding and hereby represents and warrants that the terms hereof are enforceable against it and that the person executing this Addendum on its behalf is authorized to do so. This Addendum may be modified only in a written document signed by the party against which any such modification is to be enforced.

Witness our hands and seals as of this _____ day of _____, 2019.

Town of Hampden

Witness

By _____
Its

Print or type name as signed

Municipal Review Committee

Witness

By _____
Its _____

Print or type as signed

Fiberight, LLC

Witness

By _____
Its _____

Print or type as signed

Coastal Resources of Maine, LLC ("Coastal"), as successor in interest to the rights of Fiberight under a certain Master Waste Supply Agreement between Fiberight and the MRC dated as of January 1, 2016, as thereafter amended , hereby acknowledges and affirms that it has assumed, and hereby agrees to perform, the obligations of Fiberight as set forth in Section 1 above.

COASTAL RESOURCES OF MAINE, LLC

By _____

Its _____

ORIGINAL

MEMORANDUM OF UNDERSTANDING

This Memorandum is made by and among the **Town of Hampden, Maine** (the "Town"), **Municipal Review Committee, Inc.**, a Maine nonprofit corporation (the "MRC"), and **Fiberight, LLC**, a Delaware limited liability company ("Fiberight"), for the purpose of evidencing their agreement with respect to a financial contribution to be made by the Town to the construction of a 12" ductile iron pipeline and related infrastructure along the Coldbrook Road within the borders of the Town.

1. **Background.** Fiberight is planning to construct a waste processing facility (the "Fiberight Facility") on a project site located in the Town off Coldbrook Road (the "Project Site"). The Fiberight Facility will service the waste disposal needs of member municipalities of the MRC, including the Town. The MRC is obligated to provide certain utilities, including a water line, to serve the Project Site. The Town acknowledges that the provision of a 12" diameter water line along Coldbrook Road (the "Line Extension") is consistent with the economic development objectives of the Town, including further development along the Coldbrook Road, and that the Line Extension will further those objectives. Accordingly, the Town has agreed, subject to the conditions specified below, to contribute funds toward the cost of installing the proposed ductile iron pipe to be laid along Coldbrook Road in order to advance the broader economic development objectives of the Town.

The parties to this Agreement hereby acknowledge for themselves, their successors and assigns, that this Agreement is entered into for the exclusive purpose of memorializing the terms and conditions of a contribution by Town to further the foregoing objectives. The Town's participation in this Agreement shall not support, establish or create any precedent, policy or pattern on its part nor any expectation in MRC or Fiberight or any other party that such a contribution will be made toward this or other infrastructure in the future.

2. **Town Commitment.** The Town agrees to contribute the amount of \$167,000 toward the estimated cost of the Line Extension (the "Town Contribution"). The Town Contribution shall be made in two installments with \$67,000 to be paid to the MRC on or before May 1, 2017 and the balance to be paid on or before November 1, 2017.

3. **Conditions to Town Commitment.** The commitment of the Town to make the Town Contribution is subject to the following conditions:

- a. The pipe to be laid must be a 12" ductile iron pipe and must otherwise meet applicable standards of the Hampden Water District.
- b. The MRC shall present to the Town documentation demonstrating the cost of the proposed 12" diameter pipe.

- c. The MRC agrees that, in the event the Fiberight Facility is not constructed, the MRC nonetheless will proceed to construct the Line Extension and related infrastructure substantially as contemplated hereby, or in the alternative, will refund to the Town the Town Contribution. In the event that the MRC elects not to complete the Line Extension, it shall promptly refund the Town Contribution.

4. **Waiver of Cost Recovery.** In exchange for the Town Contribution, the MRC hereby waives its right to cost recovery pursuant to 65-407 C.M.R. ch. 65, §3(D) in the event that additional customers are connected to the proposed pipe extension.

5. **Recoupment of Funds.** Fiberight agrees that the Town shall be entitled to recoup from Fiberight, or its successor in interest, the Town Contribution through a partial rebate of tip fees paid to the Fiberight Facility (or successor), such recoupment to occur over a period not to exceed five (5) years to be measured from April 1, 2018. In the event that the Fiberight Facility is not constructed or does not achieve commercial operations as a viable means of solid waste disposal for MRC member communities, MRC agrees to repay to Town all amounts contributed by Town under Paragraph 2 herein within five (5) years measured from April 1, 2018, payment being made in up to sixty (60) equal monthly installments.

6. **Additional Contributions.** The MRC agrees that it shall not be entitled to any additional contribution of funds from the Town in connection with the Line Extension other than the Town Contribution as described herein. The Town agrees that there will be no further expectation of additional benefit as a result of the Line Extension, Project Site and Fiberight Facility being located within the borders of the Town other than as described herein.

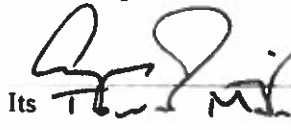
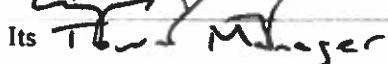
7. **Other Provisions.** Each party agrees that this Memorandum is intended to be contractually binding and hereby represents and warrants that the terms hereof are enforceable against it and that the person executing this Memorandum on its behalf is authorized to do so. This Memorandum may be modified only in a written document signed by the party against which any such modification is to be enforced.

Witness our hands and seals as of this 9th day of August, 2017.

Town of Hampden


Witness

By


Its 
Angus Jennings
Print or type name as signed

Municipal Review Committee

Witness

By _____
Its _____


Print or type name as signed

Fiberight, LLC



Witness


By 
Its _____



Print or type name as signed

Coastal Resources of Maine, LLC ("Coastal"), as successor in interest to the rights of Fiberight under a certain Master Waste Supply Agreement between Fiberight and the MRC dated as of January 1, 2016, as thereafter amended, hereby acknowledges and affirms that it has assumed, and hereby agrees to perform, the obligations of Fiberight as set forth in Section 5 above.

COATAL RESOURCES OF MAINE, LLC

By 
Its Managing Partner

D-5-e

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067

To: Paula Scott, Interim Town Manager, Council Members, Finance Office, Tax Collector Office
From: Kelly J. Karter, Assessor *Karter*
RE: Abatements
Date: July 2, 2019

For informational purposes, I have attached the memo I issued on April 3, 2019 listing the abatements and supplemental bills that were issued during the year. None of these abatements would have qualified for interest as they were either abated prior to the first or second half due dates or abated completely.

This issue was raised and finance, collection and assessing staff is aware of the requirement to pay interest on abatements when required.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067

TO: TOWN MANAGER, JIM CHANDER, ASSISTANT MANAGER, PAULA SCOTT, AND COUNCIL
FROM: KELLY KARTER, ASSESSOR
RE: ABATEMENTS AND SUPPLEMENTALS ISSUED TO DATE
DATE: APRIL 3, 2019

Just for background on August 21, 2018 we issued 3,767 tax bills in the total tax amount of \$13,247,082.44. Those bills only included accounts that owed taxes. It does not reflect pre-paid accounts, exempt entities, etc. As of today I have issued the following abatements and supplemental bills along with the reason.

ABATEMENT #	AMOUNT	REASON
#13 Sky Villa	\$1714.88	Property condition adjusted (2017/2018) issued after June 30 but prior to August- came out of current overlay.
#1 Perry	\$ 623.28	Lots combined base lot not removed.
#2 Ryder	\$ 509.60	Widow did not appear on property but was on deed. Credited for HE and VE that she was entitled to.
#3 Wuestenberg	\$2032.52	Interior incomplete adjusted to 75%.
#4 Bourgoins	\$1085.84	Priced with basement/only frost wall/slab.
#5 D & D	\$ 746.76	Billed wrong owner, supplemented correct owner.
#6 Dolan	\$1775.76	Town owned through foreclosure.
#7 Lead Mnt	\$ 280.28	Duplicate Personal Property Bill.
#8 Taylor	\$ 392.00	HE filed but not entered into system.
#9 West Branch	\$ 380.24	Adjusted condition of multi-unit.
#10 Gill	\$ 415.52	Pool and Deck removed prior to purchase.
#11 West Branch	\$ 45.51	Never was a pole barn on site.
#12 Hand	\$1191.68	To correct bill from "Estate" to "Heirs" Supplemented

SUPPLEMENTAL #	AMOUNT	REASON
#1 M & D	\$ 746.76	To correct ownership.
#2 Roope	\$ 392.00	Removed HE per owner request.
#3 Cushing	\$ 327.32	Subdivision Lot identified as Open Space, but was an Actual subdivision lot.

****The Three Supplemental bills for the Hand property will be issued for \$3,420.60 once the paperwork is recorded at the Registry of Deeds.

The period for appeal deadline was February 23, 2019. I don't anticipate any more abatements at this time.

**Memorandum**

TO: Finance & Admin Committee, Town Council
FROM: Paula Scott, Interim Manager
DATE: July 10, 2019
RE: Vacation time

Typically, Town Manager contracts have a clause that require prior approval of vacation time when that vacation time extends beyond 8 days. Prior to my appointment as Interim Manager, I had requested vacation time from Manager Chandler as I had accumulated time on the books and I had to "use it or lose it". Manager Chandler approved a two-week period, from August 12th through August 23rd. Because I have already purchased tickets for events during that time frame and have plans that will take me out of state for a portion of it, I am respectfully requesting that Council also approve this pre-scheduled vacation time. I have spoken with PSD Bailey, and as is past-practice, will appoint him as acting Manager in my absence, and as always, will be available by phone.

Thank you for your consideration.